

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 12, 2003, Work Session**

AGENDA ITEM NO.: 5

CONSENT:

REGULAR: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Reestablishment of the Towing Advisory Board**

RECOMMENDATION: Re-establish the Towing Advisory Board to make recommendations regarding the City's procedures for the towing of disabled, unattended or abandoned vehicles.

SUMMARY: The State Code authorizes localities to adopt ordinances regulating towing services (Attachment #1). The City Code section on this matter is attached for your reference (Attachment #2). It authorizes the City Manager to enter into contracts for the removal and storage of vehicles.

In July of 1993, City Council, as required by the State Code, established a Towing Advisory Board to "review future municipal approaches/provisions for towing services" (Attachment #3). The recommendations of the Towing Advisory Board were accepted by Council in September 1993 (Attachment #4) and a contract was awarded in November 1993 to single provider. The term of the contract was for two (2) years with the option to extend for three (3) one (1) year periods. The contract, which technically expired on October 31, 1998, has never been renewed or rebid. The provider that was awarded the contract continues to provide towing services under its terms.

The last reference to a Towing Advisory Board that has been found is a memorandum, dated November 29, 1999, from Major Jack Lewis to the City Attorney indicating that a number of individuals had agreed to serve on the Towing Advisory Board (Attachment #5). In November of 1999 the City entered into a contract for the towing of City fleet vehicles. That contract expires on October 31, 2004. Presently, the City's database on boards, committees and commissions does not include the Towing Advisory Board.

I have recently been approached by the owner of a local towing business who questioned the City's policy regarding towing services. In responding to his inquiry, I became aware of the information presented above. One of the individual's primary questions was why the City maintains an exclusive arrangement for towing services instead of providing for a rotation among qualified operators as is done in many other communities. He has provided the attached correspondence (Attachment #6) as an indication of his interest in this matter.

Considering changes to the City's towing policy, amending the ordinance, or awarding another contract would require re-establishing the Towing Advisory Board and is recommended. Preliminary discussions with the Police Department and LynCom indicate support for considering changes to the present arrangement.

PRIOR ACTION(S): As noted above.

FISCAL IMPACT: Not applicable.

CONTACT(S): Kimball Payne

ATTACHMENT(S): As indicated.

REVIEWED BY: lkp

Excerpt from the Code of Virginia, 1950, as amended.

§ 46.2-1217. Local governing body may regulate certain towing.

The governing body of any county, city, or town by ordinance may regulate services rendered pursuant to police towing requests by any business engaged in the towing or storage of unattended, abandoned, or immobile vehicles. The ordinance may include delineation of service areas for towing services, the limitation of the number of persons engaged in towing services in any area, including the creation of one or more exclusive service areas, and the specification of equipment to be used for providing towing service. The governing body of any county, city, or town may contract for services rendered pursuant to a police towing request with one or more businesses engaged in the towing or storage of unattended, abandoned, or immobile vehicles. The contract may specify the fees or charges to be paid by the owner or operator of a towed vehicle to the person undertaking its towing or storage and may prescribe the geographical area to be served by each person providing towing services. The county, city, or town may establish criteria for eligibility of persons to enter into towing services contracts and, in its discretion, may itself provide exclusive towing and storage service for police-requested towing of unattended, abandoned, or immobile vehicles.

Prior to adopting an ordinance or entering into a contract pursuant to this section, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance or terms of the contract. The advisory board shall include representatives of local law-enforcement agencies, towing and recovery operators, and the general public.

"Police-requested towing" or "police towing request," as used in this section, includes all requests made by a law-enforcement officer of the county, city, or town or by a State Police officer within the county, city, or town pursuant to this article or Article 2 (§ [46.2-1209](#) et seq.) of this chapter and towing requests made by a law-enforcement officer at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator.

If an unattended, abandoned, or immobile vehicle is located so as to impede the free flow of traffic on a highway declared by resolution of the Commonwealth Transportation Board to be a portion of the interstate highway system and a law-enforcement officer determines, in his discretion, that the business or businesses authorized to undertake the towing or storage of the vehicle pursuant to an ordinance or contract adopted pursuant to this section cannot respond in a timely manner, the law-enforcement officer may request towing or storage service from a towing or storage business other than those authorized by such ordinance or contract.

(Code 1950, § 46-5.1; 1956, c. 114; 1958, c. 541, §§ 46.1-3, 46.1-3.02; 1960, cc. 75, 204; 1966, c. 297; 1972, c. 267; 1974, c. 142; 1977, c. 666; 1980, c. 551; 1978, c. 282; 1984, cc. 64, 190, 381; 1985, c. 91; 1988, c. 520; 1989, c. 727; 1993, c. 405; 1999, c. 78.)

Excerpt from the City Code

DIVISION 2. REMOVAL OF UNATTENDED, ABANDONED, ETC., VEHICLES*

***Cross reference**—Inoperative vehicles, § 21-61 et seq.

Sec. 25-275. Removal authorized.

Whenever any motor vehicle, trailer or semitrailer is found on the public streets or public grounds unattended by the owner or operator and constitutes a hazard to traffic or is parked in such manner as to be in violation of law or whenever any motor vehicle, trailer or semitrailer is left unattended for more than ten (10) days upon any public property or privately owned property other than the property of the owner of such motor vehicle, trailer or semitrailer, within the city, or is abandoned upon such public property or privately owned property, without the permission of the owner, lessee or occupant thereof, or whenever any motor vehicle, trailer or semitrailer is stalled or rendered immobile as the result of adverse weather conditions or other emergency situations on any public roadway, any such motor vehicle, trailer or semitrailer may be removed for safekeeping by or under the direction of a police officer to a storage garage or area provided; however, that no such vehicle shall be so removed from privately owned premises without the written request of the owner, lessee or occupant thereof. For purposes of this division it shall be presumed that such motor vehicle, trailer or semitrailer, or part thereof, is abandoned if (1) it lacks either: (a) a current license plate, or (b) a current county, city or town plate or sticker or (c) a valid state inspection certificate or sticker and (2) it has been in a specific location for four (4) days without being moved. (Code 1959, § 20-147; Ord. No. O-88-013, § 1, 1-26-88)

State law reference—Authority to provide for removal of unattended, abandoned, etc., motor vehicles, Code of Virginia, §46.2-1213.

Sec. 25-276. Liability.

The person at whose request a motor vehicle, trailer or semitrailer is removed from privately owned property under the provisions of this division shall indemnify the city against any loss or expense incurred by reason of removal, storage or sale thereof. (Code 1959, § 20-147)

Sec. 25-277. Notice generally.

Each removal of a vehicle under the provisions of this division shall be reported immediately to the chief of police, who shall give notice to the owner of the motor vehicle, trailer or semitrailer as promptly as possible. (Code 1959, § 20-147)

Sec. 25-278. Redemption by owner.

The owner of any motor vehicle, trailer or semitrailer removed under the provisions of this division, before obtaining possession thereof, shall pay to the city all reasonable costs incidental to the removal, storage and location of such owner. (Code 1959, § 20-147)

Sec. 25-279. Sale authorized.

Should the owner of a vehicle removed under the provisions of this division fail or refuse to pay the costs of such removal and storage thereof, or should the identity or whereabouts of such owner be unknown or unascertainable after a diligent search has been made, and after notice to him at his last-known address and to the holder of any lien of record in the office of the state division of motor vehicles, the chief of police after holding the motor vehicle, trailer or semitrailer thirty (30) days and after due notice of sale, dispose of the same at public sale and the proceeds from such sale shall be forwarded by the chief of police to the city collector. (Code 1959, § 20-147; Ord. No. O-88-013, § 1, 1-26-88)

Sec. 25-280. Value less than one hundred fifty dollars.

If the value of any motor vehicle, trailer or semitrailer removed under the provisions of this division be determined by three (3) disinterested dealers or garagemen to be less than one hundred fifty dollars (\$150.00) which would be incurred by such advertising and public sale, it may be disposed of by private sale or junked. (Code 1959, § 20-147; Ord. No. O-88-013, § 1, 1-26-88)

Sec. 25-281. Disbursement of proceeds from sale.

The city collector shall pay from the proceeds of the sale of any motor vehicle removed under the provisions of this division the cost of removal, storage, investigation as to ownership and liens and notice of sale, and the balance of such funds shall be held by him for the owner of such vehicle and paid to him upon satisfactory proof of ownership. (Code 1959, § 20-147)

Sec. 25-282. Special fund.

If no claim has been made by the owner of any motor vehicle, trailer or semitrailer removed and sold under the provisions of this division for the proceeds of such sale, after the payment of the cost of administering this division, the funds shall be deposited in a special fund established by the city for this purpose. Any such owner shall be entitled to apply to the city within three (3) years from the date of such sale and if timely application is made therefor, the city will pay the same to the owner without interest or other charges. No claim shall be made nor shall any suit, action or proceeding be initiated for the recovery of such funds after three (3) years from the date of such sale. This section shall not operate to deprive the city of other remedies available under law to obtain payment from the owner of unattended, abandoned or immobile vehicles for towing, storage or services rendered. (Code 1959, § 20-147; Ord. No. O-88-013, § 1, 1-26-88)

Sec. 25-283. Contracts with private persons for removal, etc., of vehicles.

The city manager shall have the power to enter into contracts with the owner or operator of garages or places for the removal or storage of vehicles referred to in this division. The contracts shall provide for the payment by the city of reasonable charges for the removal and storage of such vehicles, shall require such owners or operators to deliver such vehicles to the owners thereof or to their agents upon demand therefor upon furnishing satisfactory evidence of identity and ownership or agency, and that the owners or operators of such garages or places of storage will indemnify the owners of such vehicles for injury or damage thereto resulting from the negligent removal or storage thereof, and such owners or operators shall be required to provide themselves with adequate liability insurance to cover such indemnity. (code 1959, § 20-148)

LYNCHBURG CITY COUNCIL REPORT

MEETING DATE: July 13, 1993

REPORT NUMBER: 50

SYNOPSIS Periodically, a municipal contract is awarded for the towing of disabled vehicles, including privately-owned immobile, unattended, or disabled vehicles upon authorization by the Police Department. In the past such contract has been awarded to a single towing company as a result of competitive sealed bidding.

The 1993 Virginia General Assembly amended the Code of Virginia to require local governing bodies to appoint an advisory board to advise the governing body with regard to the appropriate terms of any future towing contract or the provisions of towing ordinance(s). Such advisory board must include representatives of law enforcement agencies, towing/recovery operators, and the general public. Accordingly, the following resolution is presented for Council consideration.

REQUIRED ACTION

#R-93-218

BE IT RESOLVED That a six (6) member Towing Advisory Board is established to make recommendations to City Council concerning the terms of future municipal contracts for towing services and the provisions of the City Code with regard to towing in general;

BE IT FURTHER RESOLVED That the Task Force will include two (2) towing/recovery operators, one (1) law enforcement officer, and three (3) members of the general public with representatives of one (1) member from each of the following groups: automobile dealerships; automotive repair shops; and insurance industry; and

BE IT FURTHER RESOLVED That the initial report/written recommendations of such Towing Advisory Board shall be provided to City Council on or before September 1, 1993.

Adopted: July 13, 1993

Certified:

Patricia W. Kost
Clerk of Council

A-7

BACKGROUND

The current municipal towing contract will expire on October 31, 1993. Before proceeding with a replacement contract, the services of a Towing Advisory Board are required by the Code of Virginia.

cc: Robert Burgess
Pat Kost

FORM EE AGENDA ITEM #APPT.

CITY COUNCIL MEETING OF JULY 22, 1993

Page 1 of 1

// In the matter of Appointments, and on nomination of Council Member MacCallum, Council by the following recorded vote appointed Cecil Staton, Glenn Trent, Holcolme Hughes, Sr., Robert Babcock, Chuck Helwig, and Cmdr. Ronald Coleman to serve on the Towing Advisory Board for terms ending September 30, 1993:

Ayes: Cobbs, Curling, Haskins, MacCallum, Whitaker, Adams	6
Noes:	0
Absent: Carey	1

September 28, 1993
Agenda Item #16

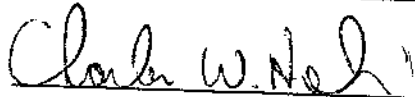
September 7, 1993

TO: City Council

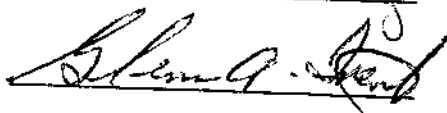
FROM: Towing Advisory Committee

Submitted for your approval is the proposal for the City Towing and Storage Contract. This was developed and agreed upon unanimously by the Committee.

Towing Advisory Board



Charles W. Helwig, Chairman



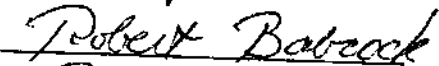
Glenn Trent



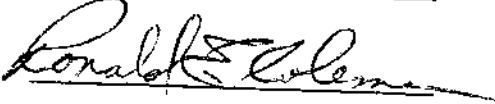
Cecil Staton



Holcolme A. Hughes, Sr.



Robert Babcock



Ronald Coleman

The current annual towing contract will expire on October 31; and prior to the award of a replacement towing contract, City Council needs to review and to act upon the recommendations from the Towing Advisory Board. The recommendations from the Towing Advisory Board were submitted to City Council on September 7, 1993, and it is appropriate for Council to review such recommendations, to consider approving the recommendations and to authorize the City Administration to proceed with the award of the annual towing contract for the upcoming year. The following resolution is presented for Council consideration:

#R-93-259

WHEREAS on July 8, 1993, City Council established a six (6) member Towing Advisory Board to make recommendations concerning the terms of future municipal contracts for towing services; and

WHEREAS the Towing Advisory Board has submitted a written proposal for the future award of such contracts for police-authorized towing of disabled, immobile or unattended vehicles;

NOW, THEREFORE, BE IT RESOLVED That the September 7, 1993, recommendations of the Towing Advisory Board regarding the future award of the municipal towing services contract(s) for police-authorized towing of disabled, immobile or unattended vehicles are hereby approved by Council; and

BE IT FURTHER RESOLVED That the City Administration is authorized to prepare a request for proposals in substantial compliance with such Board recommendations and in conformance as well with the customary procurement practices and, thereafter, to proceed with the award of a contract for such services.

Adopted: September 28, 1993

CITY TOWING AND STORAGE CONTRACT

1. The City will grant to the winning bidder the right to perform, for a period of two years, primary requirements for towing of vehicles ordered or deemed necessary for enforcement of city ordinances or to assure safe and orderly movement of traffic.
2. The bidder must be able to furnish, on call, a tow truck of size and character adequate to insure safe and expeditious removal of vehicles within 30 minute response time.
3. The bidder shall provide storage areas as follows:
 - A. Outside Storage

The bidder shall provide a secure fence and adequately lighted enclosure for storage of towed vehicles.
 - B. Inside Storage

An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a vehicle has been inspected for evidence and released from isolation by the Police Department.
 - C. Storage areas must comply with applicable zoning ordinances. If the storage area is not in the City of Lynchburg, it must be within a 30 minute drive from anywhere in the City. Acceptance of the storage facilities shall be subject to City inspection and approval.
4. The bidder must agree to indemnify the owner of towed vehicle for loss of or damage to the vehicle or its loss contents occurred during towing or storage. The successful bidder shall agree to indemnify and to save harmless and assume the defense of the City, its agents, and employees and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims and judgments, and to pay all Attorney's fees, court costs, and other costs incurred defending such claims, which may accrue against, be charged to, or resulting from damage to property, injury to persons, or death to any person arising from the operation/provision of such services provided by the company to the City of Lynchburg.
5. Insurance must meet any and all State or local requirements.
6. Bids should be expressed as the amount the bidder proposes to charge the City for the following services only:
 - A. Towing of passenger cars, 3/4 ton pick trucks, 3/4 ton vans, mopeds, and motorcycles. To be expressed as flat fee which shall include all costs associated with the service.

- B. Show-up Charge. When wrecker arrives and has backed up to car to begin procedure, but owner's arrival eliminates need for towing contractor shall be allowed flat fee as compensation for response to call. Disputes over charge shall be resolved by officer on scene.
 - C. Towing of any vehicle over 3/4 ton rating capacity. To be expressed as an hourly rate which shall include all costs associated with the service except as defined in "E" below.
 - D. Storage of vehicle for first twenty-four (24) hours after the tow and per day after the first twenty four (24) hours following the tow. To be expressed as a flat fee which shall include all costs associated with such storage.
 - E. Opening of the office to allow vehicles to be claimed at other than normal working hours. To be expressed as flat fee which shall include all costs associated with the service.
 - F. Labor to unload and/or reload trailer if required to tow vehicle. To be expressed as rate per man hour and shall include all costs associated with performance of service.
7. Response time for the arrival on the scene by the tow truck shall not exceed thirty (30) minutes from the time the call for service is made by the Police Department. In the event the towing contractor determines from the circumstances of the call for service that a larger than normal wrecker is required, an additional twenty (20) minutes will be allowed. In the event the response time exceeds the said time limits, the City reserves the right to call any available towing service. Such substitute service shall be directed to deliver the vehicle to be towed to the towing contractor's storage facility. The towing contractor shall be liable to pay the substitute towing service's usual and customary towing charge, but in no case shall a sum in excess of the contract rate be charged to the vehicle owner by the towing contractor. Frequent failures to respond within the said time limits shall be considered grounds for termination of the contract.
8. It shall be the responsibility of the towing contractor to determine the appropriate wrecker to be sent on any call. The member of the Police Department requesting the service will describe the circumstances of the situation in sufficient detail to allow the towing contractor to respond appropriately. It shall be the responsibility of the towing contractor to inform the Police Department of the final location of a vehicle towed from private property.
9. In the event the towing contractor deems it necessary to obtain additional assistance, it shall be the responsibility of the contractor to do so.

10. The following is the City's policy in regards to the towing of private vehicles. Note the circumstances that the successful bidder does not provide towing services.
 - A. The City's contractor will also provide services for towing to the contractor's storage lot those privately-owned vehicles which are illegally parked, constituting a traffic hazard, or in similar circumstances where the owner/operator is unavailable and has not made their own arrangements for the removal of the vehicle.
 - B. Towing services for vehicles that are towed as a result of being disabled because of an accident or breakdown will be handled as follows:
 - i. If the owner/operator or their representative has a preference for a particular towing company, that towing company will be used, if available.
 - ii. If the owner/operator or their representative, does not specify a particular location for delivery of a disabled vehicle, the police officer will advise the owner/operator or their representative, that since there is no objection the vehicle will be towed to the automobile dealership selling that particular make of vehicle by the towing company that has the towing contract with the dealership, if available.
 - iii. If the owner/operator or the owner's representative does not have a preference for a particular towing company and does not wish the vehicle towed to an automobile dealership, the city's towing contract or successful bidder will provide towing services.
 - C. All such vehicles towed to the successful bidder's facilities are to be maintained in a secure manner until the owner/operator or owner's representative specifies the ultimate destination for the vehicle.
 - D. The successful bidder is not to attempt to solicit repair services or steer vehicle's owner to a particular repair service, garage, body shop or dealership.
11. The Police Department personnel at the scene shall be responsible for enforcement of city ordinances and for assuring the safe and orderly movement of traffic. No member of the Police Department shall operate the wrecker equipment of the towing contractor.
12. No member of the Police Department shall attempt to instruct any employee of the towing contractor concerning any aspect of the procedure for the removal of a vehicle, with the exception of that portion of the procedure which pertains to the removal of the towed vehicle and any accompanying debris in such a

manner as to assure the safe and orderly movement of traffic.

13. Each driver of the towing contractor will complete, at the scene from which the vehicle is to be towed, a form containing the license number, vehicle identification number and towing destination. The operator of the towing vehicle shall sign the form.
14. It shall be the responsibility of the towing contractor to remove all accompanying debris from the scene of any accident in connection with a towing request under this contract.
15. The towing contractor and employees thereof must be courteous to the owner or operator of a vehicle that is, or is about to be , or was, towed or stored while performing or discussing the towing and storage services contemplated under this contract.
16. The attached non-discrimination and anti-collusion shall be signed out.
17. The City or the contractor reserves the right to cancel any resultant contract within thirty (30) days notice, if deemed to be in their best interest.
18. No member of the governing body, officer, or employee of the City of Lynchburg during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
19. The City reserves the right to accept any bid or to reject any or all bids. Conditional bids, or those which take exception to the Specifications, may be considered non-responsive and be rejected.
20. The City reserves the right to terminate the contract for failure of the towing contractor to comply with the foregoing conditions and specifications. Such termination shall result in removal from the City's qualified bidder's list for the period of time remaining on the contract plus a period equal to the original term of the contract.
21. The towing contractor shall keep certain reasonable information concerning towed and stored vehicles.
22. Contract shall be for a two-year period beginning _____ and extending through _____.
The contract may be extended at the City's option and with the contractor's agreement, for three additional one year periods for a maximum total contract period of five years.
23. The contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or its rights, title, interest therein or its power to execute

such contract to any other persons, company, or corporation without the prior written consent of the City.

24. The bidder shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up-to-date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.
25. Have the individual (s), owners, or principal officers of the firm submitting the bid ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract? If so, list individual or officer and title and give details. Note: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed. Yes _____ No _____
- _____
- _____
- _____

BASIS OF AWARD

Contract will be awarded to the lowest responsive responsible bidder. To assist in making that determination the services listed on page 1 have been ranked according to frequency and assigned a numerical weight. The low bidder for each service will receive the weight assigned that service. The bidder with the highest point total is, therefore, the low bidder, though not automatically the lowest responsive and responsible bidder.

RANKING	WEIGHT
Service A	5
Service B	2
Service C	4
Service D	3
Service E	<u>1</u>
	15

In the event more than one bid for a service is at the same low dollar amount, all bidders at that amount will be assigned the numerical weight for that service.

In the event of a tie bid, Section 18-160 of the City Code shall apply.

TO BE SUBMITTED WITH BID:

1. Certificate of Insurance
2. Description of location and size or storage facility
3. Number of wreckers, size, towing capacity, and name of owner

- of each to be used in performance of this work
4. List of office hours and holidays observed
 5. Notarized certification of Non-Discrimination and Anti-Collusion

Contract to perform towing of City owned vehicles and towing ordered by Lynchburg Police Department for a period of two (2) years beginning _____ and extending _____ per terms, conditions and specifications. Towing of inoperable/abandoned vehicles as defined in Section 21-61 of the City of Lynchburg are not included in this contract.

- A. Towing of passenger cars, 3/4 ton pick-up trucks, 3/4 ton vans, motorcycles, mopeds _____
- B. Show-up Charge _____
- C. Towing of any vehicle over 3/4 ton rating _____
- D. Storage of vehicle for first 24 hours after tow and per day after the first 24 hours following tow _____
- E. Opening of office to allow vehicle to be claimed at other than normal work hours _____
- F. Cost of labor to unload and/or reload trailer if required for tow _____



The City of Lynchburg, Virginia

MEMORANDUM

TO: Mr. Walter Erwin, City Attorney
FROM: Major J. K. Lewis, Police Department
DATE: November 29, 1999 *Jack K. Lewis*
RE: Towing Advisory Board
FILE:

BUDGET & PROCUREMENT
NOV 30 1999
RECEIVED

The following individuals have agreed to serve on the Towing Advisory Board for the City as required by the City Code.

Please see attached listing.

/vw

Attachment

cc. Ms. Bonnie Svrcek
Mr. Raleigh J. Motley
Colonel Charles W. Bennett, Jr.
Lieutenant C. T. Carter

TOWING ADVISORY BOARD

Mr. Glenn Trent
Glenn A. Trent, Inc.
12th & Kemper Street
Lynchburg, VA 24501
846-1383

Mr. Cecil Staton
Staton & Sons Auto Service, Inc.
2656 Lakeside Drive
Lynchburg, VA 24501
385-6448

Mr. Robert Babcock
Babcock's Auto Service
1300 Court Street
Lynchburg, VA 24504
845-4690

Mr. Jack Butler
State Farm Insurance
3716 Old Forest Road
Lynchburg, VA 24501
385-6167

Mr. R. C. Gilliam
Royal Chevrolet
Graves Mill Road
Lynchburg, VA 24502
237-9420

Major Jack K. Lewis
Lynchburg Police Department
905 Court Street
Lynchburg, VA 24504
847-1432

Virginia Association of Towing and Recovery Operators, Inc.
Lynchburg Chapter
155 Air Park Drive
Lynchburg, Va 24502
434-239-5386

RECEIVED

JUL 09 2003

COUNCIL MANAGER
OFFICES

July 7, 2003

Mr. Payne,
PO BOX 60
Lynchburg, Va 24505

Dear Mr. Payne:

Recently some of our respected towing companies in the Lynchburg area have joined the Virginia Association of Towing and Recovery Operators and have reactivated the Lynchburg Chapter. Through this organization of over 125 towing companies throughout the Commonwealth we have come to realize that the towing in the Lynchburg area needs some overhaul. We respectfully request the City Council of Lynchburg put together a towing advisory panel to assist in giving counsel to the City Council in towing matters. Our Association has been instrumental in providing assistance in other areas of the state in forming workable towing procedures conducive to individual locations.

We approach you and request this panel to be formed to provide the City of Lynchburg with the most up-to-date and recent findings by the Statewide Incident Management Committee. As we all know, incidents on the highways cause most lost time, lost productivity, and air pollution. The SIM committee has been in existence over six years and was initially formed at the insistence of the Governor. VATRO sits on the committee and gives insight to the towing issues in the Commonwealth. The SIM committee has formulated and endorses a simple way of putting in place an ordinance and towing agreement that can be adapted to fit any locality. We believe that by partnership with law enforcement, towing companies, and the public we can make towing a better experience for us all. Our statewide office can provide us with guidance and examples of agreements and contracts from all over the state. It will be up to us to decide what is best for our locality. We believe that there should be a way for the law enforcement personnel to monitor the towing, and that because of liability issues there should be a way of approving a facility to tow and store vehicles. The issue of quick and effective response to an accident scene is critical.

In recent months we have met with our local police department, fire department and the Lynchburg Emergency Communication center who have voiced their support of a committee to formulate standards for our towing companies. The main thread through all of our conversations with all entities involved in this is providing standards and reducing the liability issues involved with law enforcement towing.

Thank you for your consideration in this matter. I am available to assist you with any questions at any time.

Very truly yours,



Kevin Jones, President
Lynchburg Chapter
Virginia Association of Towing and Recovery Operators, Inc.

Virginia Association of Towing and Recovery Operators, Inc.

P. O. Box 147
Manassas, Virginia 20108-0147
800-541-2432
Fax 540-658-0997

TO WHOM IT MAY CONCERN:

I have been asked to prepare a statement that can be used statewide with VATRO's position on Virginia's localities having a towing policy in place.

We honestly believe that the consuming public needs a standard to start to measure our industry. We need to show our professionalism by leading the quest for standards within our localities and we have worked diligently in the past few years establishing a way to help make the system become a reality. Professionalism in all industries is a goal each wants within their own industry and towing and recovery is no different.

VATRO was invited in 1994 to become a part of the Statewide Incident Management Committee formed to initiate discussion with the State Police, VDOT, Fire Chiefs, towing and recovery, and all and sundry people who might be called to an incident management scene. As you know, an incident can consist of anything from a most major tractor trailer wreck on the interstate to a simple tire change. As a unit, we all discussed the various aspects of towing and recovery and how issues dealing with this can affect traffic tie-ups and what we can do to help the industry deal with standards. The committee worked on putting together a SAMPLE contract and ordinance that a locality could use to help put a professional towing policy in place. This was put together with the knowledge that every locality has different needs....the policy is such that you just change it to whatever fits your localities needs. Equipment will certainly be different in Northern Virginia and the Tidewater area that what is needed in Blacksburg. The point being that with adaptation it can be used all over the state. Two major counties that have adapted an excellent program is Prince William and Stafford County. Both embodies the towing advisory panel that advises the County Board of Supervisors but also has a County Towing Panel that meets monthly or quarterly to look at any problems that need to be addressed. The great thing about this plan is there are consequences for improper behavior for a towing company on the rotational police towing policy.

The growing proliferations of laws that are sweeping throughout localities in many parts of the nation have cried out for a national certification program. Just because the need may not be in your specific area right now, it is needed in other areas of the nation, and eventually it will hit you close to home. Why indeed should your locality search for the setting of other standards when one is available? The Towing and Recovery Association of America working in conjunction with a grant from the DOT has developed a certification program for tow truck drivers. Many localities are requiring this certification to be able to do any type of towing. Training is another area that needs to be addressed. I find it appalling that you need 1500 hours of training and an extensive testing procedure to give a \$7 haircut, but you can tow a person's \$50,000 automobile with no training and only your say so that you have insurance. The sad truth is that a person who buys a tow truck and

has a business licence is a tower in the state of Virginia. Liability is an issue that has affected other areas, i.e. is the police department responsible if they called a tower to a scene and a secondary accident happens? Is there a contract in place to hold the police department harmless because they called a particular towing company? I think that there are people at risk out on the highways, and that it does all boil down to safety issues for the public as well as within the scope of our industry. There are many other driving and critical issues dealing within these contracts/agreements that are possibly directly affecting your local consumers.

I believe as a solution to any localities problem they need to look and study the policies already in place and put together an advisory committee to recommend what might be the best way for your locality to enact a proposed agreement with your towers.

I can make myself or any member of our board of directors available at any time to explain any aspects of these contracts/agreements samples I have enclosed. Lets take advantage of the extensive background that is already in place. You can't change the wind, but you can adjust the sails.

Thank you for your time.

Very truly yours,

A handwritten signature in cursive script that reads "Susan Brassell". The signature is written in dark ink and is positioned above the printed name and title.

Susan Brassell, Administrator
Virginia Association of Towing and Recovery Operators, Inc.